

## FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "Amendment") is entered by and between Everett School District No. 2, a municipal corporation, (herein called "District") and the City of Everett, a municipal corporation, (herein called "City") for purposes of amending that certain Everett School District No. 2 Property Lease, dated February 1, 2013 (the "Lease"). Pursuant to the Lease, District leases to City, and City Leases from District, the Premises, which consist of approximately 50,915 s.f. of yard space and 525 s.f. of lavatory space, as outlined on the site plan attached as Exhibit B and on the floor plan attached as Exhibit C. Exhibit B and Exhibit C of the Lease are hereby deleted in their entirety and the attached Exhibit B and Exhibit C are substituted in their place. Capitalized terms not otherwise defined herein shall have the meanings given them in the Lease.

In consideration of the agreements in this Amendment, District and City do hereby amend the Lease as follows:

### 1. LEASE TERM

The Lease term shall be extended pursuant to Section 4.2 of the Lease for a period of three (3) years commencing February 1, 2016 and shall terminate at midnight January 31, 2019 (the "First Extension Period").

### 2. MINIMUM RENT

Minimum Rent due and payable by City during the First Extension Period shall be as follows:

February 1, 2016 to January 31, 2017	\$9,217.30 per month
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City shall pay Minimum Rent to District without notice or demand on or before the 1<sup>st</sup> day of each and every successive calendar month of the First Extension Period.

### 3. SECURITY DEPOSIT

District is currently holding no security deposit from City.

### 4. POTENTIAL OPTION TO EXTEND

Section 4.2 of the Lease is hereby deleted in its entirety and the following is substituted in its place:

Subject to District's consent (which may be withheld following notice from City in District's sole discretion) and execution of a letter agreement confirming such consent and any conditions thereof pursuant to that certain "Interlocal Agreement Between Everett Public Schools and the City of Everett Regarding the Cooperative Use of Facilities, Equipment, and Personnel dated September 7, 1999," City shall have one (1) option to extend the Lease term for three (3) years (an "Extension Period") upon the same terms, conditions and covenants in this Lease so far

as applicable, including Additional Rent except for Minimum Rent (which shall be determined pursuant to subsection 5.2 in the Lease), provided that City notifies District in writing of such extension not less than one hundred eighty (180) days before the expiration date of original Term or the then-current Extension Period, as the case may be. This conditional option is personal to City and may not be exercised by any successor or assign of City.

**6. NO OTHER AMENDMENTS**

Except as expressly set forth in this Amendment, the Lease remains in full force and effect and has not been modified or amended. Except as expressly modified by this Amendment, and as of the date of this Amendment, the District and City know of no facts or circumstances that would constitute a default under the Lease.

Dated this 15<sup>th</sup> day of March 2016.

**DISTRICT:**

Everett School District No. 2,  
a municipal corporation

By: 

Gary Cohn, Superintendent

**CITY:**

City of Everett,  
a municipal corporation

By: 

Ray Stephanson, Mayor

Date: 2/22/2016

**ATTEST:**



Sharon Fuller, City-Clerk

Date: 2/22/2016

**APPROVED AS TO FORM**



Jim Iles, City Attorney

Date: 2/18/16

STATE OF WASHINGTON)  
 ) ss.  
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Ray Stephanson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of The City of Everett to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/22/16

Signature: [Signature]

Printed Name: MARIETTE MAYCHRZAK

NOTARY PUBLIC in and for the State of WASHINGTON  
residing at MARYSVILLE

My appointment expires: MAY 19, 2018



STATE OF WASHINGTON)  
 ) ss.  
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Gary Cohn is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of Everett Public Schools to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/15/16

Signature: [Signature]

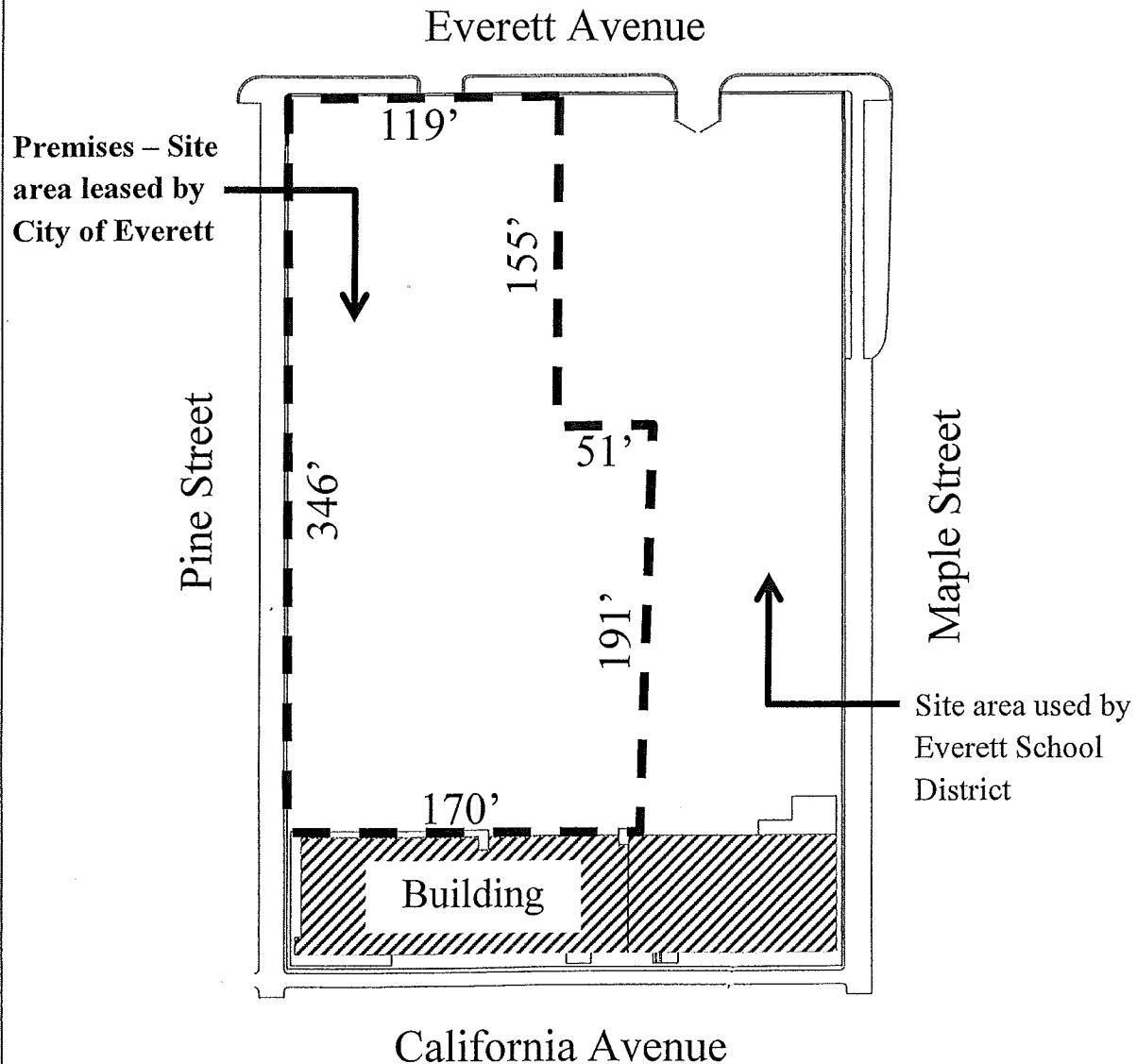
Printed Name: Debra B. Vanderwilt

NOTARY PUBLIC in and for the State of Washington  
residing at Everett

My appointment expires: 12/18/17



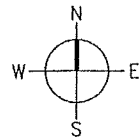
## Exhibit B – Site Plan



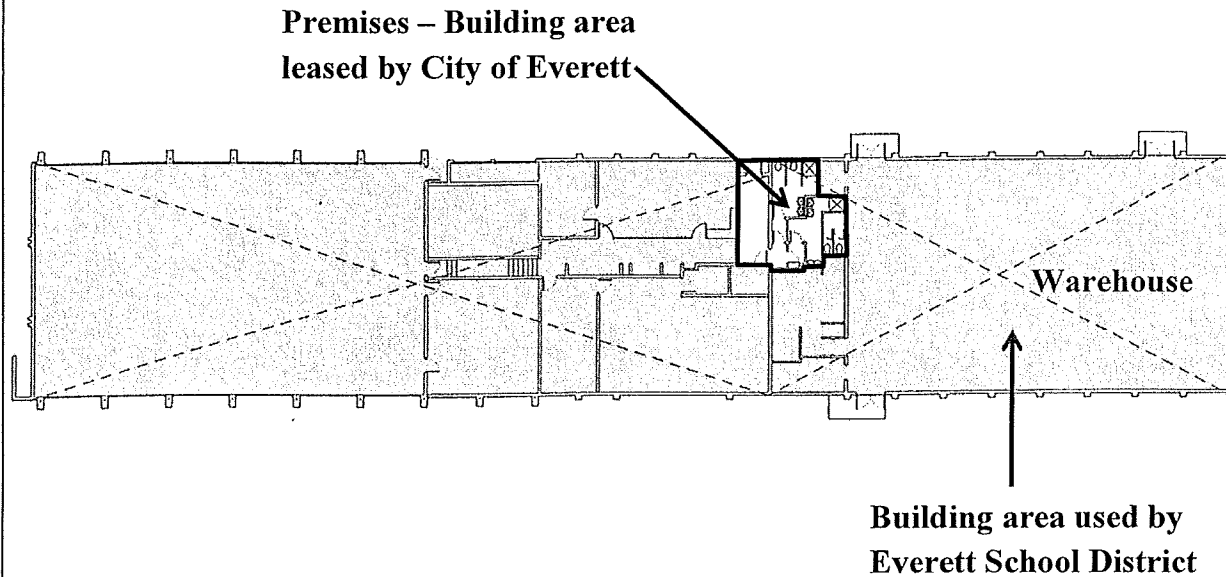
### North Satellite Bus & Storage Facility

Everett School District No. 2

2911 California Avenue, Everett, WA



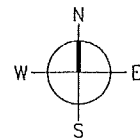
## Exhibit C – Floor Plan



### **North Satellite Bus & Storage Facility**

**Everett School District No. 2**

**2911 California Avenue, Everett, WA**





Warrant approved  
02-03-16 J.P.P.